

EXHIBIT B

VIRTAMOVE END USER LICENSE AGREEMENT

ATTENTION: THIS AGREEMENT GOVERNS YOUR USE OF VIRTAMOVE SOFTWARE WHICH IS LICENSED TO YOU AND NOT SOLD. THE SOFTWARE IS PROPRIETARY TO VIRTAMOVE SOFTWARE, INC (“VIRTAMOVE”) AND MAY BE DISTRIBUTED WITH THIRD PARTY SOFTWARE WHICH WILL BE SUBJECT TO ITS OWN TERMS. THIS AGREEMENT CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES.

IF YOU DOWNLOAD, INSTALL, OR USE THE SOFTWARE, YOU WILL BE ACCEPTING THIS AGREEMENT, AND YOU WILL HAVE ACCEPTED AND AGREED TO THE TERMS HEREIN. IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO AND COMPLY WITH THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT PLEASE DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE. PLEASE NOTE THAT YOU MAY NOT ACCESS AND USE THE SOFTWARE FOR ANY BENCHMARKING OR COMPETITIVE PURPOSES INCLUDING, MONITORING THEIR AVAILABILITY OR PERFORMANCE.

1. Definitions. In this Agreement:

“Affiliate” of VirtaMove means any corporation or other legal entity that VirtaMove directly or indirectly controls, is controlled by, or is under common control with. In this context, a party “controls” a corporation or other entity if it or any combination of it and/or its Affiliates owns fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control for such corporation or other entity;

“Agreement” means this VirtaMove Software License Agreement;

“Confidential Information” means any business, marketing, technical, scientific or other information disclosed by VirtaMove or embodied in the Software and/or Documentation which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by someone exercising reasonable business judgment to be confidential;

“Documentation” means the technical publications prepared and delivered to You with the Software relating to the installation and operation of the Software, such as reference, user, installation, systems administrator and technical guides and release notes;

"Licensee" or "You" both the individual or individuals obtaining or installing the Software and any entity on whose behalf such individual or individuals are acting. **"You"** includes any entity that by majority voting interest controls, is controlled by, or is under common control with You;

"License Term" means that period of time, as specified in the Master Software Agreement or Purchase Order, as applicable, for which Licensee has paid the applicable right-to-use fees for the Software;

“License Type” means the type of license granted under the Applicable Master Software Agreement or Purchase Order, being either a Single-Migration License or a Term License;

“Master License Agreement” means any master software license agreement or similar entered into between Licensee and VirtaMove;

“Migration” means a migration of applications from one version of an operating system to another version of that operating system, and “Migrated” shall be construed accordingly; **“Purchase Order”**

means the applicable purchase order agreed by You with VirtaMove or, if not applicable, the applicable invoice document provided to You by VirtaMove which sets out the specific Software and License Type which you are purchasing for use on the terms of this Agreement.

“Server Environment” refers to the logical environment assigned in the migration process that is assigned to physical or virtual source and/or Target System Server (for example, “Dev”, “Test”, “Prod”);

“Single Migration License” means a license which terminates on the earlier of the end of the Licensed Term or its use for a Migration, whichever is the earlier;

“Software” means the VirtaMove binary and/or bytecode software program (excluding Third Party Software) that is made available to You after agreeing to the terms of this Agreement and payment of the related license fees;

“System Server” means the physical or virtual server where source applications are to be Migrated to, or to be Migrated from or from which the Migration is to be administered;

“Term License” means a license to Licensed Software which continues throughout the applicable License Term, irrespective of the number of Migrations during that License Term

“Third Party Software” means any software embedded in or delivered with the Software which is owned or licensed to VirtaMove by a third party; and

“VAA” or “Container” means a virtual application appliance.

2. License Terms:

- 2.1 *License Grant:* **The license granted under this section entitles Licensee to a non-exclusive, non-transferable, worldwide, non-sublicenseable license to use the Software for the License Term for Licensee’s own business use and subject to such additional limitations as may be set out in any Master Software Agreement and/or any Purchase Order. Licensee acknowledges and agrees that use of the Licensed Software is controlled by license keys and that the license key provided by VirtaMove will grant access to a specific server or device and may operate to switch off access to the Licensed Software at the end of the License Term or expiry of the permitted use, whichever is the earlier.**
- 2.2 *License for Use.* Each license purchased for Licensed Software permits the installation of that Licensed Software on a single System Server for use in any **number of Server Environments. A separate license is required for each System Server on which Licensed Software is installed**, and are subject to the License Type of that Licensed Software
- 2.3 *Third Party Software.* If a separate license agreement for an item of Third-Party Software is: delivered to You or referenced in any material that is included in the download or distribution package for the Software, then such Third-Party Software shall govern Your use of that item or version of such Third-Party Software. Your right to use any Third-Party Software, third-party data or other third-party content provided with the Software shall be limited to the use necessary to operate the Software as permitted by this Agreement. No other rights in the Software or Third-Party Software are granted to You. Notwithstanding the foregoing, in the case of Third-Party Software that is licensed pursuant to open source licenses that prohibit the imposition of any restrictions on use beyond those contained in such open source licenses, the restrictions on use contained in this Agreement shall not be applicable to such Third-Party Software.

3. **Software Restrictions:** Your use of the Software shall be limited to the hardware (computers, CPUs or servers), the number of copies, users or Instances, and such other restrictions, as are set forth by your License Type as described in Section 4 below. You are responsible for installing the Software. Licensee shall not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation. You shall not reverse engineer, disassemble, reverse translate, decompile or in any other manner decode the Software except to the extent that the foregoing restriction is expressly prohibited by applicable law notwithstanding a contractual obligation to the contrary. You shall not distribute, lease, rent, grant a security interest in, assign, or otherwise transfer the Software. You shall not modify or create any derivatives of the Software or merge all or any part of the Software with another program. You shall not access or use the Software in order to (i) build a competitive product or service or any form of derivative works based on the Licensed Software, or (ii) copy any ideas, features, functions or graphics of the Software. You acknowledge that the Software contains Confidential Information and You shall not disclose such Confidential Information including any performance or benchmarking information about the Software without the written consent of VirtaMove. You further agree not to disclose, transfer or otherwise provide to any third party any portion of the Software or Documentation, except as explicitly permitted herein. Any third-party software, data or content (including the Third-Party Software) included with or as a part of the Software may be used only with the Software unless otherwise authorized in writing by VirtaMove.
4. **High-Risk Activities:** The Software is not fault-tolerant and is not designed, manufactured or intended for use in or in conjunction with on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, or direct life support machines. VirtaMove, its Affiliates, licensors, suppliers, subcontractors and distributors specifically disclaim any express or implied representations, warranties or conditions for such uses.
5. **Standard Support:** This Agreement entitles You to standard support offered by VirtaMove for the Software. Current information on support and service levels as well as VirtaMove's support policies are available at VirtaMove.com. Support policies may change during the term of Your subscription so You should always refer back to this link for the most up to date policies in effect. The purchase of support and the receipt of updates and enhancements shall not increase the number of authorized copies of the Software. Use of such updates or enhancements shall be governed by the terms and conditions of this Agreement.
6. **Intellectual Property Rights.** All right, title, and interest (including all intellectual property rights) in, to, and under the Software (including all copies thereof) shall remain with VirtaMove and its licensors. Licensee's rights to the Software are strictly limited to those granted in this Agreement. VirtaMove product names and logos are trademarks of VirtaMove Software Corp. All other company and product names and logos provided as part of the Software are trademarks or registered trademarks of their respective owners in certain countries. VirtaMove V-Migrate is protected by US and other jurisdiction patents as listed at <https://www.virtamove.com/about-us/productpatents>.
7. **Limited Warranties:** VirtaMove warrants that the Software will perform substantially in accordance with its accompanying documentation for a period of thirty (30) days from the date You accept and execute an order for Software. VirtaMove further warrants that the Software will not contain any Harmful Code on delivery to You. VirtaMove does not, however, warrant that the Software will be free of all defects, errors, or inaccuracies. VirtaMove does not warrant that the Software will meet Your requirements. If the Software does not perform in accordance with the warranties set forth in this Section 7, Your exclusive remedy, upon presentation of Your receipt of purchase of a license for the

Software, shall be, at VirtaMove's sole option, to (i) return the license fees paid for the Software, or (ii) repair or replace the Software.

As used herein 'Harmful Code' means harmful code, malicious programs, malware, or other contaminants which are designed or likely to cause damage to computer systems, including but not limited to, computer "viruses," "bugs", "trojan horses", "spyware", "adware", "ransomware", "scareware", "worms" and other malicious programs

8. **DISCLAIMER OF WARRANTIES: EXCEPT FOR LIMITED WARRANTIES PROVIDED IN SECTION 7, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF ANY KIND. WITHOUT LIMITATION, VIRTAMOVE AND ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS DISCLAIM ANY EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY STATUTE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT, THE ENTIRE RISK OF THE USE OF THE SOFTWARE SHALL BE BORNE BY YOU.**

9. **INDEMNIFICATION:**

- 9.1 Subject to Sections 9.2 and 9.3, VirtaMove will defend, hold harmless and indemnify You, including reasonable legal fees, from third party claims that the Software infringes a presently existing US intellectual property rights of a third party. In addition, if in VirtaMove's opinion such a claim is or is likely to be made, VirtaMove, at its option and own expense, will exercise the first of the following remedies that is practicable:

- a. obtain for You the right to continue to use the Software consistent with this Agreement;
- b. modify the Software so it is non-infringing and in compliance with this Agreement;
- c. replace the Software with non-infringing software that complies with this Agreement; or
- d. accept the cancellation of infringing Software without Your having any cancellation liability and the return of the infringing Software at VirtaMove's expense and refund a pro-rated amount paid for the infringing Software, less a reasonable amount for Your use of the Software up to the time of return.

- 9.2 You must: (i) give VirtaMove prompt written notice of third party claims against You, (ii) cede sole control of the defense and all related settlement negotiations to VirtaMove (except that You are not obligated to make any payment without Your prior consent); and (iii) cooperate in the investigation, settlement and defense of such claims.

THE FOREGOING STATES YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

- 9.3 **Exceptions to Indemnification.** VirtaMove will have no obligation to indemnify You or Your personnel for claims that the Software infringes the intellectual property rights of a third party to the extent such claims arise as a result of:

- a. Your combination (or a third party's combination on your behalf) of the Software with other products or services not reasonably foreseeable contemplated by this Agreement and such infringement or claim would have been avoided in the absence of such combination;
- b. Your misuse or modification of the Software and such infringement or claim would have been avoided in the absence of such modification or misuse.

10. **LIMITATION OF LIABILITY:**

EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, NEITHER VIRTAMOVE NOR ANY OF ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS OR DISTRIBUTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATED TO THE SOFTWARE OR FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF VIRTAMOVE (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. VIRTAMOVE (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) SHALL NOT BE RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR FUNDAMENTAL BREACH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF VIRTAMOVE (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATED TO THE SOFTWARE, OR RELATED TO ANY SERVICES PROVIDED TO YOU BY VIRTAMOVE (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS) IN RELATION TO THE SOFTWARE, EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE.

THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY, NEITHER VIRTAMOVE NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

11. **Term & Termination:**

This Agreement shall continue for the term of Your license which, unless otherwise agreed in the applicable Master Software Agreement and/or Purchase Order will be for a period of

twelve (12) months. If You are the subject of a direct or indirect acquisition or change of control or if You sell all or substantially all of Your assets, VirtaMove may terminate this Agreement immediately upon written notice to You. You must, upon termination, destroy all copies of the Software. You may terminate this Agreement by destroying all copies of the Software and Documentation under Your control and notifying VirtaMove of such destruction. In addition to this Section, the Sections entitled Definitions, Limited Warranties, Disclaimer of Warranties, Limitation of Liability, Title, High-Risk Activities, Third-Party Beneficiaries, and General Terms shall continue in force even after any termination of this Agreement.

12. Audit Rights

Licensee shall keep accurate records of the internal distribution and usage sufficient to verify that usage is within the scope of the granted rights under this Agreement. VirtaMove may enter Licensee's premises during business hours on five (5) business days' notice for the purpose of examining, or having examined (at VirtaMove's own expense), Licensee's relevant books, records and computers to verify Licensee's compliance with the license terms of this Agreement and/or any applicable Invoice. If the results of the audit reveal greater use of the Software than what Licensee is licensed for or an underpayment by Licensee greater than five (5%), then in addition to paying the amount of any such underpayment, Licensee shall also reimburse VirtaMove for the costs of the audit.

13. Export Restrictions:

The Software and related information is subject to export and import restrictions. By downloading, installing, or using the Software, You are representing and warranting that You are not located in, under the control of, or are a national or resident of any country to which the export of the Software or related information would be prohibited by the laws of Canada or the United States. You are also representing and warranting that you are not an individual to whom the export of the Software or related information would be prohibited by the laws of Canada or the United States. You shall comply with the export laws and regulations of Canada and the United States that are applicable to the Software and related information and You shall comply with any local laws in Your jurisdiction that may impact Your right to export, import, or use the Software or related information, and You represent and warrant that You have complied with any such applicable laws or regulations. The Software shall not be used for any purposes prohibited by export laws. You shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Software or related information.

14. U.S. Government End-Users:

The Software and Documentation are each a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and are provided to the U.S. Government only as commercial end items. Government end users acquire the rights set out in this Agreement for the Software and Documentation consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of the Software and Documentation is further restricted by the terms and conditions of this Agreement. For the purposes of any applicable government use, the Software and Documentation were developed exclusively at private expense, and are trade secrets of VirtaMove Incorporated for the purpose of any Freedom of Information legislation or any other disclosure statute, regulation or provision.

15. Third-Party Beneficiaries:

You are hereby notified that there may be third-party beneficiaries to this Agreement. To the extent that this Agreement contains provisions that relate to (i) the use by You of certain components of the Software in which such third parties have an interest, or (ii) services provided by Affiliates, licensors, subcontractors, and/or distributors of VirtaMove; such provisions are made expressly for the benefit of such third-party beneficiaries and are enforceable by such third-party beneficiaries in addition to being enforceable by VirtaMove.

16. General Terms:

This Agreement is the entire agreement between You and VirtaMove in respect to the Software, superseding any other agreement (unless the other agreement is expressly stated in the applicable Master Software Agreement and/or Purchase Order to override this Agreement in governing your use of the Software) or discussions, oral or written, and may not be changed except by a written license agreement with VirtaMove or a distributor of VirtaMove. The terms and conditions of this Agreement shall prevail over any pre-printed terms on any quotes, orders, purchase orders, or purchase order acknowledgements, and shall prevail over any other communications between the parties in relation to the Software and the Software shall be deemed to be licensed pursuant to the terms and conditions of this Agreement unless You have executed a written license agreement with VirtaMove or a distributor of VirtaMove, in which case the Software shall be deemed to have been licensed pursuant to the terms and conditions of such written license agreement. You may not assign this Agreement whether voluntarily, by operation of law, or otherwise without VirtaMove's prior written consent. VirtaMove may assign this Agreement at any time without notice. The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term. If any provision of this Agreement is held to be unenforceable or illegal, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of this Agreement and such remaining provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances. This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You shall only be entitled to bring any action or proceeding arising out of or relating to this Agreement, the Software or any services provided in respect to the Software in a court in Ottawa, Ontario and You consent to the jurisdiction of such courts for any such action or proceeding. You waive all rights that You may have or that may hereafter arise to contest such jurisdiction of such courts for any action or proceeding brought by You. You hereby waive any right You may have to request a jury trial with respect to any action brought by You in connection with this Agreement or the Software. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

Last Updated: May 22, 2024